



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 08, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 September 8, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT TO OROZCO LANDSCAPE AND TREE COMPANY
FOR CHANNEL RIGHT OF WAY CLEARING SERVICES – EAST AREA
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for vegetation, trash, debris, and brush clearing services at various flood control channels throughout the eastern portion of the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Channel Right of Way Clearing Services – East Area in an annual sum not to exceed \$360,451, to Orozco Landscape and Tree Company, located in Pomona, California. This contract will commence upon your Board's approval and execution of the contract by the Director of Public Works or her designee and continue until May 31, 2010, with four 1-year renewal options, not to exceed a total contract period of 57 months.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works to expend up to 15 percent of the annual contract sum for the initial and optional terms as reimbursement for the contractors' waste disposal fees.
5. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, Orozco Landscape and Tree Company has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide intermittent vegetation, trash, debris, and brush clearing services to maintain various flood control channel facilities within the eastern portion of the County of Los Angeles (County).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount not to exceed \$360,451 plus an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract; and up to an additional 15 percent of the annual contract sum as reimbursement for the contractors' waste disposal fees. This amount is based on the annual price quoted by the contractor.

The Board of Supervisors' (Board) direction to negotiate contract cost reductions in exchange for a contract extension does not apply to this contract because this was an active solicitation underway prior to June 16, 2009. Public Works successfully negotiated with the contractor to reduce their rate, which was already the low bid, from an estimated annual cost of \$379,702 to \$360,451 without adding extension years.

Financing for these services is included in the Fiscal Year 2009-10 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, cost-of-living adjustments, 10 percent additional funding for contingencies, and 15 percent additional funding for reimbursement of the contractors' waste disposal fees will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Orozco Landscape and Tree Company. This contract will commence upon your Board's approval and execution of the contract by the Director of Public Works or her designee and continue until May 31, 2010. With your Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options, not to exceed a total contract period of 57 months.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for the contracted service was submitted on May 12, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On May 11, 2009, Public Works solicited proposals from 429 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On June 4, 2009, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Four proposals were rejected as nonresponsive for failure to meet all of the minimum requirements specified in the RFP. The remainder of the proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff using the informed averaging methodology. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, Orozco Landscape and Tree Company.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service has been contracted with the private sector since 1999.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

9/8/2009

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly distinguishable.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AGREEMENT FOR
CHANNEL RIGHT OF WAY CLEARING – EAST AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Orozco Landscape and Tree Company, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on June 4, 2009, hereby agrees to provide services as described in the attached specifications for Channel Right of Way Clearing – East Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Location Maps; Exhibit F, Typical Channel Drawing; Exhibit G, Vehicle and Walk Access Drawing; Exhibit H, Channel Right of Way Clearing Report Form; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$360,450.28 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for the period commencing upon Board approval and continuing until May 31, 2010. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of 57 months. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices and/or hourly rates quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

OROZCO LANDSCAPE & TREE
COMPANY

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 753

Bid Title : CHANNEL RIGHT OF WAY CLEARING SERVICES – EAST AREA

Bid Type : Service

Department : Public Works

Commodity : TREE TRIMMING AND PRUNING SERVICES

Open Date : 5/13/2009

Closing Date : 5/21/2009 9:00 AM

Bid Amount : \$ 530,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Channel Right of Way Clearing Services – East Area (2009-AN018). The total annual contract amount of this service is estimated to be \$530,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Benjamin Sandoval at (626) 458 7334, bsandoval@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to:

1. Proposer or any Subcontractor(s) must have a valid State Contractor's Class C-27 (Landscaping Contractor) or C-61 (D-49, Tree Service) license at the time of Proposal submission.
2. Proposer must demonstrate that they will provide a minimum of five crews to provide the landscaping services. Each crew must consist of a minimum of six personnel including a working supervisor and five laborers. In addition, the Contractor shall provide a minimum of two commercial licensed truck drivers and a certified arborist and/or a certified horticulturist for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, and slope cutting recommendations).
3. Proposers must have a minimum of three years' experience providing landscaping services.
4. Proposer's on site supervising employee on each crew must have at least two years' experience supervising landscaping services.

A Proposers' Conference and walk-through will be held on Thursday, May 21, 2009, at 9 a.m. at Public Works Longden Yard, 160 East Longden Avenue, Irwindale, California 91706. The walk-through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference and walk through, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, June 4, 2009, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

Contact Name : Benjamin Sandoval

Contact Phone# : (626) 458-7334

Contact Email : bsandoval@dpw.lacounty.gov

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